

the first part to the said party of the second part, which said sum or sums of money the said parties of the first part hereby covenant to pay and, until such full and complete payment, shall pay all taxes upon said property and keep the same insured against fire and theft in the sum of not less than actual value, and shall have and keep collision and upset, together with bodily injury and property damage, insurance on the above described motor vehicles, for the benefit of the said party of the second part, his heirs, executors, administrators or assigns with such insurance and casualty company or companies as they shall approve and in such amounts as said second party shall desire, and shall not waste or destroy the said property above described nor any part thereof, nor be negligent in the care of the same, nor suffer said property nor any part thereof, to be levied on or attached upon legal or equitable process; and shall not except with the consent in writing of the said party of the second part, his agents personal representatives or assigns, or as is provided and permitted in these presents, sell or remove or attempt to sell or remove said property, or any part thereof, THEN THESE PRESENTS TO BE VOID, otherwise to remain in full force and virtue. Permission is hereby given to said parties of the first part to use, handle operate, manage and control the above described property. /its

"Exhibit A"

\$25,000.00

Rock Springs, Wyoming, February 28, 1944

As provided on back hereof after date, we, or either of us, promise to pay to the order of Andy J. Bertoncelj, Twenty-Five Thousand and No/100 Dollars at the North Side State Bank, of Rock Springs, Wyo., for value received, with interest at the rate of six per cent per annum from March 1, 1944, until paid.

All without defalcation; and in case payment shall not be made at maturity we further so promise and agree to pay costs of collection, including the further and additional amount of ten per cent on said principal of this note for attorneys fees, and if any suit or foreclosure proceedings be commenced for the collection of any amount unpaid on this note, said fees shall be added to and included in any judgment hereon. And the makers, endorsers, and guarantors of this note hereby waive presentment of payment, notice of non-payment, protest and notice of protest, and the benefit of any law intended for their advantage or protection as obligors, and jointly and severally consent that time of payment may be extended without notice thereof.

(Sgd) Nan C. Anderson

(Sgd) John Penton

(Sgd) Dorothy V. Penton

The principal amount of this note is payable as follows:

The sum of \$8,333.33 on the 15th day of December, 1944; the sum of \$8,333.33 on the 15th day of December, 1945; and the balance of \$8,333.33 on the 15th day of December, 1946.

In addition to the above payments on principal, said interest of six per cent per annum shall be payable on unpaid balances on the 15th day of December of each year, until the principal amount of this note is paid in full, with the first interest payment being due and payable on December 15, 1944.

It is expressly understood and agreed that default or failure to make any payment, either of principal or interest, when the same shall become due, shall, at the option of the payee, operate to make the full unpaid balance of this note, both principal and interest, immediately due and payable.

The makers of this note may make larger payments than those hereinabove provided, or may pay the balance in full at any time.

AND, in case default shall be made in the payment of the said principal sum of money hereby intended to be secured, or in the payment of the interest thereof, or any part or installment of said principal or interest, in the manner and at the time above provided, or as specified in said promissory note or in case default shall be made in the performance of any of the conditions, covenants or agreements of these presents, or in case said parties of the first part, their heirs, executors, administrators or assigns, shall, waste, destroy or negligently keep said property, or in case said party of the second part shall deem the security hereby granted unsafe and shall choose so to do, then it shall be lawful for the said party of the second part, his agents, attorneys or assigns, to declare the principal sum hereby secured with interest thereon, or any part of such principal or interest then unpaid, at once due and payable, anything herein or in said promissory note to the contrary notwithstanding, and to enter into and upon any place and take immediate and full possession of the whole of said property, goods and chattels to his own use, and sell the same according to law for the best price that can be obtained, and out of the money arising therefrom to pay said sum or sums of money and all interest due thereon and all prior liens thereon, and all expense of keeping and caring for said property from the time of taking possession, including any expense in gathering or otherwise obtaining possession, during such reasonable time as may be necessary to obtain possession and to advertise and sell the same, and the charges and expenses of such sale, together with a reasonable amount as attorney's fees, rendering and paying the surplus, if any, to the parties of the first part, their legal representatives or assigns. And it is agreed that until default in some one or more of the conditions of these presents the said parties of the first part, their legal representative or assigns may retain possession of the above mortgaged property, and may use and enjoy the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands this 28th day of February, A. D. 1944.

WITNESSES:

J. H. Galicich

Joe Elliott

Nan C. Anderson

John Penton

Dorothy V. Penton